

MARCO A. GONZALEZ (SBN 190832)
Email: marco@coastlaw.com
LIVIA BORAK BEAUDIN (SBN 259434)
Email: livia@coastlaw.com
NATALIE CLAGETT (SBN 351072)
Email: natalie@coastlaw.com
COAST LAW GROUP, LLP
1140 South Coast Highway 101
Encinitas, CA 92024
Phone: (760) 942-8505
Fax: (760) 942-8515

BENJAMIN HARRIS (SBN 313193)
Email: ben@lawwaterkeeper.org
ERINA KWON (SBN 235079)
Email: erina@lawwaterkeeper.org
LOS ANGELES WATERKEEPER
360 E 2nd Street, Suite 250
Los Angeles, CA 90012
Phone: (310) 394-6162

Attorneys for Plaintiff
LOS ANGELES WATERKEEPER

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LOS ANGELES WATERKEEPER, a
California non-profit association,

Plaintiff,

v.
METAL RECYCLING SERVICES OF
CALIFORNIA, LLC, a California limited
liability company,

Defendant.

Case No.: 2:24-cv-06463-HDV(AJRx)

~~[PROPOSED]~~ CONSENT DECREE

CONSENT DECREE

WHEREAS, Plaintiff Los Angeles Waterkeeper (“LA Waterkeeper” or “Plaintiff”) is a 501(c)(3) non-profit public benefit corporation organized under the laws of the State of California, with its main office in Los Angeles, California;

WHEREAS, LA Waterkeeper is dedicated to the preservation, protection and defense of the surface, ground, coastal and ocean waters of Los Angeles County from all sources of pollution and degradation;

WHEREAS, Defendant Metal Recycling Services of California, LLC (“Defendant”) owns and operates a facility at 155 East Redondo Beach Boulevard, Gardena, California 90248, under Waste Discharger Identification number 4 19I030272 (“Facility”);

WHEREAS, the Facility’s industrial activities consist of buying scrap copper and nonferrous metals and alloys; disposing of refrigerant and associated equipment; and offering free machine dismantling and hauling. The Facility is categorized under Standard Industrial Classification (“SIC”) Code 5093, covering Scrap and Waste Materials;

WHEREAS, storm water discharges associated with industrial activity at the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board], Water Quality Order 2014-0057-DWQ, as amended by Order Nos. 2015-0122-DWQ and 2018-0028-DWQ incorporating: 1) Federal Sufficiently Sensitive Test Method Ruling; 2) Total Maximum Daily Load Implementation Requirements; and 3) Statewide Compliance Options Incentivizing On-Site or Regional Storm Water Capture and Use, at the Facility (“General Permit” or “Permit”)¹, and the Federal

¹ Any references to the “General Permit” or “Permit” herein shall be to the then-effective version, regardless of whether such changes are the result of amendments, revisions, reissuance, or similar modification of material terms. Any reference in this Consent Decree to specific sections or subsections of the General Permit that are moved, modified, or otherwise changed in a subsequent version of the General Permit shall be to such subsequent reference(s) as if set forth herein, *e.g.*, the current §XI.B.6.c may be renumbered as §XI.B.7.c, combined into the current §XI.B.6.d, or split into a new §XI.B.6.c and §XI.B.6.d.

1 Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.* (“Clean Water Act” or
2 “CWA”), Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

3 **WHEREAS**, Defendant’s operations at the Facility result in discharges of
4 pollutants into waters of the United States and are regulated by the Clean Water Act
5 Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

6 **WHEREAS**, the General Permit requires all permittees, including Defendant,
7 to comply with, inter alia, the following mandates: (1) develop and implement a
8 storm water pollution prevention plan and a storm water monitoring implementation
9 plan, (2) control pollutant discharges using, as applicable, best available technology
10 economically achievable or best conventional pollutant control technology to prevent
11 or reduce pollutants through the development and application of Best Management
12 Practices, which must be detailed in and timely updated in the SWPPP, (3) reduce
13 and eliminate discharges necessary to comply with any and all applicable Water
14 Quality Standards, and (4) implement a monitoring and reporting program, including
15 the MIP, designed to assess compliance with the Permit;

16 **WHEREAS**, on May 24, 2024, Plaintiff issued a notice of intent to file suit
17 (“60-Day Notice Letter”) to Defendant, its registered agent, the Administrator of the
18 United States Environmental Protection Agency (“EPA”), the Executive Director of
19 the State Water Resources Control Board (“State Board”), the Executive Director Los
20 Angeles Regional Water Quality Control Board (“Regional Board”), the Regional
21 Administrator of EPA Region IX, and the U.S. Attorney General of the U.S.
22 Department of Justice, alleging violations of the Clean Water Act and the General
23 Permit;

24 **WHEREAS**, on July 31, 2024, LA Waterkeeper filed a complaint against
25 Defendant in the Central District of California (“Court”), Civil Case No. 2:24-cv-
26 06463 (“Complaint”);

27 **WHEREAS**, Plaintiff’s Complaint alleged violations of the General Permit
28 and the Clean Water Act for Defendant’s discharges of pollutants into storm drains

1 and surface waters, including the Dominguez Channel Estuary, Los Angeles/Long
2 Beach Harbor, San Pedro Bay, and the Pacific Ocean (collectively, “Receiving
3 Waters”);

4 **WHEREAS**, Plaintiff and Defendant (individually a “Party” and collectively,
5 “Settling Parties” or “Parties”) agree that it is in their mutual interest to enter into a
6 Consent Decree setting forth terms and conditions appropriate to resolving the
7 allegations set forth in the 60-Day Notice Letter and Complaint without further
8 proceedings;

9 **WHEREAS**, since the filing of the Complaint, Defendant proposed installing
10 the advanced treatment system set forth herein and Defendant anticipates spending at
11 least an additional \$60,000 to install such system, improve stormwater management
12 at the Facility and implement this Consent Decree;

13 **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree
14 shall be made in compliance with all applicable federal, state and local laws, rules
15 and regulations.

16 **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**
17 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**
18 **FOLLOWS:**

19 1. The Court has jurisdiction over the subject matter of this action pursuant
20 to Section 505(a)(1)(A) of the CWA, [33 U.S.C. § 1365\(a\)\(1\)\(A\)](#).

21 2. Venue is appropriate in the Central District Court pursuant to Section
22 505(c)(1) of the CWA, [33 U.S.C. § 1365\(c\)\(1\)](#), because the Facility at which the
23 alleged violations are taking place is located within this District.

24 3. The Complaint states a claim upon which relief may be granted against
25 Defendant pursuant to Section 505 of the CWA, [33 U.S.C. § 1365](#).

26 4. LA Waterkeeper has standing to bring this action.

27 5. The Court shall retain jurisdiction over this matter for the purposes of
28 interpreting, modifying, or enforcing the terms and conditions of this Consent Decree

1 and adjudicating all disputes among the Parties that may arise under the provisions of
2 this Consent Decree, for the Term (as defined below) of this Consent Decree
3 including for as long as necessary for the Court to resolve any motion to enforce this
4 Consent Decree, but only regarding issues raised within the Term. The Court shall
5 have the power to enforce this Consent Decree with all available legal and equitable
6 remedies, including contempt.

7 **I. OBJECTIVES**

8 6. It is the express purpose of the Settling Parties through this Consent
9 Decree to further the objectives of the Clean Water Act, and to resolve all issues
10 alleged by LA Waterkeeper in its 60-Day Notice Letter and Complaint. These
11 objectives include compliance with the provisions of this Consent Decree,
12 compliance with all terms and conditions of the General Permit, and compliance with
13 all applicable sections of the CWA.

14 7. In light of these objectives and as set forth fully below, Defendant agrees
15 to comply with the provisions of this Consent Decree, terms and conditions of the
16 General Permit, and all applicable sections of the CWA at the Facility.

17 **II. AGENCY REVIEW AND DEFINITIONS**

18 **A. AGENCY REVIEW OF CONSENT DECREE**

19 8. Agency Review. Plaintiff shall submit this Consent Decree to the United
20 States Department of Justice and the United States EPA (the “Federal Agencies”) for
21 agency review consistent with 40 C.F.R. § 135.5. The agency review period expires
22 forty-five (45) calendar days after receipt by the Federal Agencies, as evidenced by
23 certified return receipts, or upon the date that the Federal Agencies provide a no
24 objection letter, whichever is earlier (“Agency Review Period”). In the event that the
25 Federal Agencies object to entry of this Consent Decree or to any portion of this
26 Consent Decree, the Parties agree to meet and confer to attempt to resolve the issue(s)
27 raised by the Federal Agencies. If the Parties are unable to resolve any issue(s) raised
28

1 by the Federal Agencies in their comments, the Parties agree to expeditiously seek a
2 settlement conference with the assigned Magistrate Judge to resolve any issue(s).

3 9. Court Notice. Plaintiff shall notify the Court of the receipt date by the
4 Federal Agencies, as required by 40 C.F.R. § 135.5, in order to coordinate the Court's
5 calendar with the 45-day review period.

6 10. Entry of Consent Decree. Following the expiration of the Agency
7 Review Period, Plaintiff shall submit the Consent Decree to the Court for entry.

8 **B. DEFINITIONS**

9 11. Unless otherwise expressly defined herein, terms used in this Consent
10 Decree which are defined in the CWA or in regulations or rules promulgated under
11 the CWA have the meaning assigned to them in the statutes or regulations or rules.
12 Whenever terms listed below are used in this Consent Decree, whether or not
13 capitalized, the following definitions apply:

- 14 a. "BAT" means the Best Available Technology Economically
15 Achievable.
- 16 b. "BCT" means the Best Conventional Pollutant Control
17 Technology, and collectively with BAT is referred to herein as
18 "BAT/BCT."
- 19 c. "BMPs" means Best Management Practices as defined in
20 Attachment C (Glossary) of the General Permit.
- 21 d. "Consent Decree" means this Consent Decree and any
22 attachments or documents incorporated by reference.
- 23 e. "Day" means a calendar day. In computing any period of time
24 under this Consent Decree, where the last day of such period is a
25 Saturday, Sunday, or Federal or State Holiday, the period runs
26 until the close of business on the next day that is not a Saturday,
27 Sunday, or Federal or State Holiday.
- 28

- 1 f. “Design Storm” means the volume and flow rate of runoff
2 produced from a design storm as defined by General Permit
3 Section X.H.6.
- 4 g. “Discharge Point” means each discharge location designated in
5 the then-current SWPPP for the Facility.
- 6 h. “Effective Date” means the effective date of this Consent Decree,
7 which shall be the date of full execution by the Parties.
- 8 i. “Entry Date” means the day this Consent Decree is approved and
9 entered by the Court.
- 10 j. “Forecasted Rain Event” means a forecasted rain event as
11 determined by the National Oceanic and Atmospheric
12 Administration (<http://forecast.weather.gov/>) for “90248, West
13 Rancho Dominguez, CA, USA”².
- 14 k. “MIP” means a Monitoring Implementation Plan.
- 15 l. “PPT” means Pollution Prevention Team.
- 16 m. “Qualified Industrial Storm Water Practitioner” or “QISP” shall
17 have the definition set forth in Section IX.A.1 of the General
18 Permit.
- 19 n. “Qualifying Storm Event” or “QSE” shall have the definition set
20 forth in Section XI.B.1 of the General Permit.
- 21 o. “Reporting Year” means the period from July 1 of a given
22 calendar year to June 30 of the following calendar year.
- 23 p. “SMARTS” means the California State Water Resources Control
24 Board’s Stormwater Multiple Application and Report Tracking
25 System.
- 26 q. “SWPPP” means a Storm Water Pollution Prevention Plan.
- 27
- 28

² Available at <https://forecast.weather.gov/MapClick.php?lat=33.8935&lon=-118.274>.

- r. “Term” means the period between the Effective Date and the “Termination Date.”
- s. “Termination Date” means the latest of:
 - i. June 30 following two (2) years after the advanced treatment system is fully installed, operational, and optimized;
 - ii. seven (7) days from the conclusion of any proceeding or process to enforce the Consent Decree initiated prior to the date in Paragraph 11.s.i; or
 - iii. seven (7) days from Defendant’s completion of all payments and other affirmative duties required by this Consent Decree.
- t. “Wet Season” means the period beginning October 1st of any given calendar year and ending June 30th of the following calendar year.

III. COMMITMENTS OF THE SETTLING PARTIES

A. STORM WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES

12. Non-Storm Water Discharge Prohibition. Any unauthorized non-storm water discharge, as defined in the General Permit, shall be a violation of this Consent Decree.

13. Current and Additional Best Management Practices. At all times during the Term of this Agreement, Defendant shall implement BMPs identified in its SWPPP and BMPs described herein, and shall develop and implement additional BMPs as necessary to comply with the provisions of this Consent Decree and the General Permit, including but not limited to those necessary to comply with: (1) BAT/BCT-level pollutant reductions; and (2) the General Permit’s Receiving Water Limitations, which require that discharges from the Facility “not cause or contribute to an exceedance of any applicable water quality standards” contained in a Statewide Water Quality Control Plan or the applicable Regional Board’s Basin Plan.

1 14. Rain Gauge/Sensor. Defendant shall install and maintain an electronic
2 rain gauge or sensor at the Facility within ten (10) days of the Effective Date. The
3 rain gauge/sensor shall be capable of measuring precipitation down to at least 0.1
4 inches, and record start/stop times and non-cumulative precipitation for each rain
5 event. During the Term, Defendant shall collect data using the gauge/sensor for all
6 precipitation events to the nearest 0.1 inch, including start/stop times. Data from the
7 rain gauge/sensor shall be conclusive of precipitation quantities and timing for
8 purposes of this Consent Decree.

9 15. Structural and Non-Structural BMPs for the Facility. As soon as possible
10 but no later than forty-five (45) days of the Effective Date, unless otherwise noted,
11 Defendant shall develop and implement the following BMPs at the Facility:

- 12 a. Remove rust-colored pavement staining throughout the Facility. If
13 power washing is performed, collect and dispose of all wash water
14 properly as industrial wastewater;
- 15 b. Within 24 hours of a Forecasted Rain Event, place physical
16 barriers to prevent storm water discharges from any point other
17 than Discharge Point 1, including without limitation by placing
18 sandbags to direct flow from the eastern part of the Facility's
19 driveway towards the western part of the driveway where the
20 sample is collected. Such barriers shall be deployed, at minimum,
21 at the following locations prior to each predicted rain event until
22 the storm water ceases flowing after the rain event has fully
23 concluded;
- 24 c. Install concrete berms, curbs, sand or gravel bags, plugs, or
25 similarly effective physical barriers that prevent storm water run-
26 on from neighboring facilities from comingling with the Facility's
27 storm water discharges, including without limitation, assessing the
28 feasibility of, and if feasible, (1) plugging the holes in the stem

1 wall separating the Facility from the FedEx Facility next door or
2 diverting run-on flows; and (2) curbing or placing sandbags to
3 prevent run-on under the sheet metal fence from the adjacent
4 facility to the east;

5 d. Implement a sweeping program using the existing Sanitmax SM80
6 or other regenerative air or vacuum sweeper certified by the South
7 Coast Air Quality Management District with the capacity to
8 collect and retain PM-10 (10 μ m) particles to remove particles on
9 all paved areas at least twice daily, and employ hand sweeping
10 and/or vacuuming on the same schedule in areas a mechanical
11 sweeper cannot access. Additionally, Defendant shall vacuum
12 sweep the entire copper wire stripping area after each use;

13 e. Replace all debris and scrap bins that do not have permanent lids
14 with bins that do have permanent lids;

15 f. Remove, and prevent the storage of, all unused, inutile, and/or
16 abandoned racks, vehicles, equipment, paint and waste scrap
17 materials from uncovered areas of the property;

18 g. Institute an equipment and vehicle maintenance program that
19 ensures:

20 i. no maintenance activities occur outdoors during wet
21 weather, unless such maintenance is required for safe
22 operation of the Facility, *e.g.*, the forklift breaks down in a
23 location that prevents ingress/egress;

24 ii. maintenance activities occur only in designated work areas
25 or beneath covered maintenance areas; and

26 iii. when maintenance activities must be performed outdoors,
27 action shall be taken to immediately contain, capture, and
28

1 clean up any discharge or spills of waste fluids to the
2 ground; and

3 h. Within ninety (90) days of the Effective Date, Defendant shall
4 develop, install, and operate an advanced treatment system that
5 meets the design storm standards for treatment control BMPs
6 described in Section X.H.6. of the Industrial General Permit.
7 However, any failure or delay in the development, installation, or
8 operation of said advanced treatment system when and to the
9 extent such failure or delay is caused by or results from events or
10 acts beyond Defendant's control, including but not limited force
11 majeure events contained within Paragraph 57 herein, shall not be
12 deemed to be a violation nor breach of any part of this Consent
13 Decree. Notwithstanding the above, notification of a missed
14 deadline shall be provided by Defendant pursuant to Paragraph 55
15 herein.

16 i. Within seven (7) days of each of the above BMPs being
17 implemented, Defendant shall confirm to LA Waterkeeper in
18 writing, with photographs, that such BMP has been implemented
19 as set forth above, and with respect to the advanced treatment
20 system, such writing shall be certified by a QISP and shall
21 confirm the system is fully operational and optimized.

22 **B. SAMPLING AT THE FACILITY**

23 16. Defendant shall develop a monitoring program consistent with the
24 General Permit. During the Term, Defendant shall collect samples of storm water
25 discharge from each Discharge Point from all Qualifying Storm Events. Such
26 sampling shall take place as soon as possible within the four (4) hour period required
27 by the General Permit § XI.B.5.
28

1 17. Sampling Parameters. All samples collected pursuant to this Consent
2 Decree shall be analyzed, at minimum, for the parameters listed in Table 1. Should
3 Defendant intend to conduct sampling for any additional parameters that are listed in
4 40 C.F.R. § 131.38 and/or in the General Permit for any reason, including without
5 limitation as a result of changed operations, a revised pollutant source assessment, or
6 a new mandate from a regulatory agency, such parameter shall be incorporated into
7 this Consent Decree as if listed in Table 1 for all purposes, including any Action Plan
8 requirements (as defined below). Defendant shall immediately notify LA
9 Waterkeeper of its intent to conduct sampling for any such additional parameters and
10 the Parties shall meet and confer regarding the applicable Table 1 limit for such
11 purposes within ten (10) days of such notification.

12 18. Laboratory and Holding Time. Except for pH samples, Defendant shall
13 deliver all samples to a California-certified environmental laboratory for analysis
14 within allowable hold times, pursuant to 40 C.F.R. Part 136. Analysis of pH will be
15 completed onsite using a portable instrument that is calibrated and used according to
16 the manufacturer's instructions.

17 19. Detection Limit. Defendant shall request that the laboratory use
18 analytical methods adequate to detect the individual pollutants at or below the values
19 specified in the General Permit and Table 1 below.

20 20. Reporting. Defendant shall provide complete laboratory results of all
21 samples collected at the Facility to SMARTS in accordance with the General Permit,
22 and shall provide copies to LA Waterkeeper within ten (10) days of receiving the
23 laboratory report with the results.

24 **C. REDUCTION OF POLLUTANTS IN DISCHARGES**

25 21. Table 1 Numeric Limits. Defendant shall develop and implement BMPs
26 for storm water discharges from the Facility that reduce pollutant concentrations to
27 levels at or below those in Table 1.
28

TABLE 1³

Parameter	Numeric Limit	Source of Limit
Copper	0.0332 mg/L	NAL
Zinc	0.26 mg/L	NAL
Aluminum	0.75 mg/L	NAL
Iron	1.0 mg/L	NAL
Lead	0.262 mg/L	NAL
COD	120 mg/L	NAL
TSS	100 mg/L	NAL
pH	<6.5 or >8.5 SU	Basin Plan
O&G	15 mg/L	NAL

22. Table 1 Exceedances. An “Exceedance” of Table 1 is defined as follows: where the concentration of any pollutant in any two (2) storm water samples from the Facility in a given Reporting Year exceeds the applicable numeric limit contained in Table 1⁴. An Exceedance shall constitute a violation of this Consent Decree.

23. Action Plan. Action Plan. As of the Effective Date, and for the remainder of the Term, if (a) Defendant has an unauthorized non-storm water discharge in violation of Paragraph 12, or (b) after the advanced treatment system is fully installed, operational, and optimized, Defendant receives a laboratory report for storm water samples which demonstrates an Exceedance as defined above, or (c) after the advanced treatment system is fully installed, operational, and optimized, the advanced treatment system discharges untreated storm water in smaller than a Design Storm, (each, a “Trigger Event”), Defendant shall prepare and submit to LA Waterkeeper a plan for reducing and/or eliminating the relevant discharge of pollutants at the Facility, and/or achieving compliance with the non-storm water discharge prohibition (“Action Plan”). The

³ The numeric limits listed in Table 1 are for reference only, and the Table 1 limit applicable to each parameter shall be the then-effective limit provided by the applicable source, e.g., if the NAL for zinc is either increased to 0.30 mg/L or decreased to 0.20 mg/L, such new NAL, and not 0.26 mg/L, shall be used as the Table 1 limit for the purposes of this Consent Decree as if set forth herein. If the source of a limit in Table 1 is revised to no longer provide a limit for a given parameter, e.g., the NAL for iron being removed, then the Parties shall meet and confer regarding the applicable Table 1 limit for such parameter for the purposes of this Consent Decree.

⁴ In order to qualify as an Exceedance at least two exceedances of the numeric limit must be reported for a single pollutant (e.g., two of zinc is an Exceedance, but one each of copper and zinc, alone, is not).

1 complete Action Plan shall be submitted to LA Waterkeeper within forty-five (45) days
2 of the applicable Trigger Event.

3 24. Action Plan Requirements. Each complete Action Plan submitted shall
4 include at a minimum: (1) the identification of the pollutant(s) discharged in excess
5 of the numeric limit(s) and/or the applicable unauthorized non-storm water discharge
6 and/or the applicable discharge in smaller than a Design Storm; (2) an assessment of the
7 source of each pollutant exceedance and/or applicable unauthorized non-storm water
8 discharge and/or applicable discharge in smaller than a Design Storm; (3) the
9 identification of additional BMPs that shall be implemented to achieve compliance
10 with the numeric limit(s) and/or unauthorized non-storm water discharge prohibition
11 and/or Design Storm standard, as well as the design plans and calculations of these
12 additional BMPs; and (4) time schedules for implementation of the proposed BMPs.
13 The time schedule(s) for implementation shall ensure that all BMPs are implemented
14 as soon as possible, but in no event later than ninety (90) days following the
15 submission of the Action Plan, unless a later implementation date is mutually agreed
16 upon by the Settling Parties. Within seven (7) days of each of the BMPs set forth in
17 the Action Plan being implemented, Defendant shall confirm to LA Waterkeeper in
18 writing, with photographs, that such BMP has been implemented as set forth in the
19 Action Plan.

20 a. Action Plan Required BMPs. The first Action Plan triggered as a
21 result of an Exceedance after the advanced treatment system is fully
22 installed, operational, and optimized shall include the development
23 and implementation of the following BMPs:

24 i. Patching/Paving. Defendant shall patch, pave, or otherwise
25 resurface areas of degraded pavement or asphalt throughout
26 the Facility, including, but not limited to, the cracked curb
27 directly upgradient from Discharge Point #1.
28

- 1 ii. Strip Door Curtains. Defendant shall install strip door
2 curtains to enclose the copper wire stripping machine to
3 ensure that fugitive particles do not escape.
- 4 iii. Filtration Socks.
 - 5 1. Defendant shall employ and secure new filtration
6 socks (biochar or other equivalent media) to remove
7 sediments, metals, and organic materials in storm
8 water discharged from the Facility, and configure
9 such socks to achieve maximum contact time with
10 storm water prior to discharge, *i.e.*, in multiple layers
11 and/or overlapping formations. Such filtration socks
12 shall be deployed, at minimum, at the following
13 locations prior to each Forecasted Rain Event until
14 the storm water ceases flowing after the rain event
15 has fully concluded: (1) at the end of the driveway
16 just upstream of the advanced treatment system; (2)
17 at the downstream end of the driveway that leads in
18 from the west; and (3) downstream of the area where
19 covered storage has been created for truck
20 maintenance.
 - 21 2. Defendant shall, thereafter, employ and secure new
22 socks in the same manner annually prior to the start
23 of the Wet Season, no later than September 15th.
 - 24 3. Within twenty-four (24) hours prior to a Forecasted
25 Rain Event, Defendant shall inspect all socks
26 deployed at the Facility. During each Wet Season, as
27 necessary, Defendant shall replace the socks when
28 degraded or ineffective, including without limitation

1 when there are rips, tears or other visual damage,
2 and/or sampling data demonstrating the socks are not
3 sufficiently reducing pollutant concentrations.

4 b. Action Plan Proposed BMPs for Evaluation. Additionally, the
5 following BMPs should generally be evaluated for inclusion in
6 Action Plans, as applicable:

- 7 i. Hydrologic Controls. Installation of additional berms or
8 equivalent structural controls necessary to reduce or prevent
9 storm water from flowing off site other than through the
10 engineered storm water conveyance system or storm water
11 retention or treatment facilities.
- 12 ii. Sweeping. The increased/more frequent use of sweepers
13 and manual sweeping in otherwise inaccessible areas.
- 14 iii. Weighted Tarps. Reconfiguring all exposed, stored
15 industrial materials, including without limitation air
16 conditioning units and steel beams, so that materials can be
17 covered with weighted tarps sufficient to prevent exposure
18 to rainfall.
- 19 iv. Removing/Covering Materials. Within twenty-four (24)
20 hours prior to a Forecasted Rain Event, removing any
21 exposed waste material and, moving any uncovered or un-
22 tarped industrial materials into a covered structure adequate
23 to prevent exposure to rainfall.
- 24 v. Repairing Downspouts. To the extent necessary for the
25 purposes of controlling flow volume, repairing each of the
26 Facility's downspouts and ensuring that they route
27 downspout drainage away from industrial activities.
28

- 1 vi. Treatment Systems. Installing additional components or
2 systems, or otherwise improving, the advanced storm water
3 treatment system, or making changes to the operation and
4 maintenance protocols for such system, to provide more
5 effective filtration treatment of storm water prior to
6 discharge.
- 7 vii. Evaluation of Existing BMPs. Replacing, rehabilitating, or
8 eliminating existing BMPs, taking into account the age of
9 the BMPs involved or employed, the engineering aspect of
10 the application of various BMPs, and any adverse
11 environmental impact of the BMPs.
- 12 c. Action Plan Review. LA Waterkeeper shall have thirty (30) days
13 upon receipt of Defendant's complete Action Plan to provide
14 Defendant with comments. Within fourteen (14) days of receiving
15 LA Waterkeeper's proposed revisions to an Action Plan,
16 Defendant shall consider each of LA Waterkeeper's recommended
17 revisions and accept them or justify in writing why any comment
18 is not incorporated. Action Plan(s) developed and implemented
19 pursuant to this Consent Decree are an obligation of this Consent
20 Decree. Any disputes as to the adequacy of an Action Plan shall
21 be resolved pursuant to the dispute resolution provisions of this
22 Consent Decree, set out in Section IV below. Disputes regarding
23 the adequacy of a particular BMP shall not impact the schedule for
24 implementing any other BMP set forth in the Action Plan.
- 25 d. Defendant shall revise the then-current SWPPP to reflect the
26 changes required by the Action Plan, as set forth in Paragraph
27 28.b.i below.
28

1 e. Action Plan Payments. Defendant shall pay Four Thousand
2 Dollars (\$4,000.00) each time an Action Plan is submitted to LA
3 Waterkeeper. Payments are due at the same time that the
4 applicable Action Plan is submitted and shall be made to “Los
5 Angeles Waterkeeper” via certified mail, return receipt requested
6 to Los Angeles Waterkeeper, c/o Senior Attorney, 360 E. 2nd
7 Street, Suite 250, Los Angeles, CA 90012. Failure to submit a
8 payment as required under this Paragraph will constitute a breach
9 of the Consent Decree.

10 **D. VISUAL OBSERVATIONS**

11 25. Storm Water Discharge Observations. During the Term, appropriately
12 trained staff of Defendant shall conduct visual observations during the Facility’s
13 operating hours during every rain event. Such inspections shall comply with all
14 requirements of Section XI.A.2 of the General Permit.

15 26. Monthly Visual Observations. During the Term, appropriately trained
16 staff of Defendant shall conduct monthly non-storm water visual observations of the
17 Facility. Such inspections shall comply with all requirements of Section XI.A.1 of the
18 General Permit. Such observations shall include outfalls, Discharge Points, outdoor
19 industrial equipment and storage areas, outdoor industrial activities areas, BMPs, and
20 all other potential sources of industrial pollutants. All Discharge Points shall also be
21 inspected for accumulation of dust, sediment, sand, grit, oily substances, oily sheens
22 upon any standing water, and other materials associated with operations at the
23 Facility. During the Wet Season, such inspections shall further include observations
24 of all storm water BMPs that are used only during the Wet Season at the Facility to
25 ensure that operational BMPs are being implemented, structural BMPs are in good
26 condition or working order, and that BMPs have been effective in producing clean
27 conditions at the Facility. Such inspections shall further include observation as to
28 whether there are any non-storm water discharges from the Facility.

1 27. Visual Observations Records. Defendant shall maintain observation
2 records, including photographs, pursuant to the requirements of the Industrial General
3 Permit to document compliance with Paragraphs 24 and 25. Defendant shall provide
4 LA Waterkeeper with a copy of those records within seven (7) days of receipt of a
5 written request from LA Waterkeeper for those records.

6 28. Employee Training Program. Within thirty (30) days of the Effective
7 Date, Defendant shall develop and implement an employee training program that
8 meets the following requirements and ensures (1) that there is a sufficient number of
9 employees at the Facility designated to achieve compliance with the General Permit
10 and this Consent Decree (“Designated Employees”), and (2) that these Designated
11 Employees are properly trained to perform the activities required by the General
12 Permit and this Consent Decree (“Training Program”):

- 13 a. Materials. Training materials should include, at minimum, a
14 detailed Training Manual or Standard Operating Procedure,
15 including drawings and diagrams where appropriate, for reference
16 and use by Defendant’s personnel to ensure effective
17 implementation of all BMPs at the Facility;
- 18 b. Language. The training and training materials shall be available
19 and offered in the language(s) in which relevant employees are
20 fluent. If necessary, Defendant shall provide a translator or
21 translators at all trainings where such translation is likely to
22 improve staff comprehension of the Training Program and
23 improve compliance with this Consent Decree and the General
24 Permit;
- 25 c. Training Frequency. Training shall be provided by a QISP
26 familiar with the requirements of this Consent Decree and the
27 General Permit, and shall be repeated as necessary to ensure that
28 all relevant employees are familiar with the requirements of this

1 Consent Decree, the Permit, and the Facility's SWPPP. All
2 relevant new staff shall receive this training before assuming
3 responsibilities for implementing the SWPPP;

- 4 d. Sampling Training. Defendant shall designate an adequate number
5 of employees necessary to collect storm water samples as required
6 by this Consent Decree, including training to ensure samples are
7 properly collected, stored, and submitted to a certified laboratory;
- 8 e. Visual Observation Training. Defendant shall provide training on
9 how and when to properly conduct visual observations to
10 Designated Employees;
- 11 f. Non-Storm Water Discharge Training. Defendant shall train all
12 Designated Employees at the Facility on the General Permit's
13 prohibition of non-storm water discharges, so that Designated
14 Employees know what non-storm water discharges are and how to
15 detect and prevent non-storm water discharges;
- 16 g. Employees. All Designated Employees at the Facility shall
17 participate in the Training Program annually. New Designated
18 Employees shall participate in the Training Program within thirty
19 (30) days of their hiring date; and
- 20 h. Records. Defendant shall maintain training records to document
21 compliance with this Paragraph and shall provide LA Waterkeeper
22 with a copy of these records within seven (7) days of receipt of a
23 written request.

24 29. SWPPP Revisions.

- 25 a. Initial SWPPP Revisions. Defendant shall amend the Facility's
26 SWPPP to incorporate the requirements in this Consent Decree
27 and comply with the General Permit and submit the complete,
28 updated SWPPP to LA Waterkeeper within forty-five (45) days of

1 the Effective Date for LA Waterkeeper's review and comment.
2 The complete, updated SWPPP shall contain, at a minimum, the
3 following elements:

- 4 i. A revised pollutant source assessment, including all
5 elements required by Section X.G of the General Permit as
6 well as assessments of the potential for the Facility's storm
7 water discharges to contain pollutants for which the
8 Receiving Waters are 303(d) listed and/or have Total
9 Maximum Daily Loads;
- 10 ii. A detailed narrative description and assessment of each
11 industrial activity with the potential to impact storm water
12 quality occurring at the Facility as required by Section X.G
13 of the General Permit;
- 14 iii. Descriptions of all BMPs in accordance with Section X.H.4
15 of the General Permit, including without limitation BMPs
16 required by this Consent Decree;
- 17 iv. A set of site maps that comply with Section X.E of the
18 General Permit and provisions of this Consent Decree,
19 including accurately depicting the different drainage areas
20 and flows;
- 21 v. A MIP as required by Sections XI and X.I of the General
22 Permit;
- 23 vi. A designation (by position/title) of employees responsible
24 for carrying out storm water management, monitoring,
25 sampling and SWPPP implementation, e.g., visual
26 inspection of each specific area, monitoring each specific
27 BMP, sampling, etc.; and
- 28 vii. A Training Program as described above in Paragraph 27.

1 b. Additional SWPPP Revisions.

2 i. Within thirty (30) days after approval of any Action Plan by
3 LA Waterkeeper (or resolution pursuant to Dispute
4 Resolution), Defendant shall revise the then-current SWPPP
5 to reflect the changes required by the Action Plan and
6 submit the complete, updated SWPPP to LA Waterkeeper
7 for LA Waterkeeper's review and comment.

8 ii. Within thirty (30) days after any changes in industrial
9 activities or sources of industrial pollutants, changes to
10 Discharge Points, or changes to sections of the SWPPP
11 identified in the SWPPP as requiring a SWPPP revision
12 (including but not limited to, changes in Facility contacts or
13 PPT members, changes or additions of BMPs, or changes in
14 or additions of industrial activities that impact storm water
15 discharge), Defendant shall revise the then-current SWPPP
16 to reflect such changes and submit the complete, updated
17 SWPPP to LA Waterkeeper for LA Waterkeeper's review
18 and comment.

19 c. Review of SWPPP. For any SWPPP updates pursuant to
20 Paragraphs 28.a and 28.b, LA Waterkeeper shall have thirty (30)
21 days upon receipt of Defendant's complete SWPPP to provide
22 Defendant with comments. Within thirty (30) days of receiving
23 LA Waterkeeper's comments and proposed changes to the
24 SWPPP, Defendant shall consider each of the comments and
25 proposed changes and either accept them or justify in writing why
26 a change is not incorporated. The Parties agree to work in good
27 faith to resolve any disputes with respect to the SWPPP, and any
28 remaining disputes will be resolved through timely initiation of

1 the dispute resolution procedures in Section IV below. Following
2 its incorporation of proposed modification or additions (if any)
3 into each revised SWPPP, Defendant shall upload the revised
4 SWPPP to SMARTS.

5 **E. COMPLIANCE MONITORING AND REPORTING**

6 30. LA Waterkeeper may conduct one annual site inspection (“Site
7 Inspection”) during each Reporting Year during the Term for the purpose of ensuring
8 compliance with this Consent Decree and the General Permit. In the event of a
9 dispute regarding Defendant’s compliance with this Consent Decree, and provided a
10 Site Inspection would be relevant to resolving the Parties’ dispute, the Parties agree to
11 meet and confer regarding an additional Site Inspection at Plaintiff’s request. Plaintiff
12 shall not unreasonably request, and Defendant shall not unreasonably deny, one
13 additional Site Inspection. Any Site Inspection shall occur during normal business
14 hours, and LA Waterkeeper will provide Defendant with at least twenty-four (24)
15 hours’ notice prior to a Site Inspection that is anticipated to occur during wet weather,
16 and at least forty-eight (48) hours’ notice prior to a Site Inspection that is anticipated
17 to occur during dry weather. For any Site Inspection requested to occur in wet
18 weather, Plaintiff shall be entitled to adjust timing or reschedule during normal
19 business hours in the event the forecast changes and anticipated precipitation appears
20 unlikely, and thus frustrates the purpose of visiting the Facility in wet weather. Notice
21 will be provided by electronic mail to the individual(s) designated below at Paragraph
22 56. During the Wet Weather inspection, Plaintiff may request that Defendant collect a
23 sample of industrial storm water discharge from the Facility’s designated industrial
24 discharge point(s) referenced in its SWPPP, to the extent that such discharges are
25 occurring. Defendant shall collect the sample and provide a split sample to LA
26 Waterkeeper. LA Waterkeeper’s representative(s) may observe the split sample(s)
27 being collected by Defendant’s representative. LA Waterkeeper shall be permitted to
28 take photographs or video recording during any Site Inspection.

1 31. Document Provision. During the Term, Defendant shall notify and
2 submit documents to LA Waterkeeper as follows:

- 3 a. Defendant shall forward LA Waterkeeper, by electronic mail to
4 the individual(s) designated below at Paragraph 56, on all
5 compliance documents, monitoring and/or sampling data, written
6 communications and/or correspondences, or any documents
7 related to storm water quality at the Facility that are uploaded and
8 certified on SMARTS within seven (7) business days of
9 certification on SMARTS. Any additional documents,
10 communications and/or correspondence that are submitted to the
11 Regional Board, the State Board, and/or any state or local agency,
12 county or municipality shall be copied to LA Waterkeeper by
13 electronic mail and the individual(s) designated below in
14 Paragraph 56.
- 15 b. Within seven (7) business days of receipt by Defendant, send to
16 LA Waterkeeper, by electronic mail to the individual(s)
17 designated below at Paragraph 56, any compliance document,
18 inspection report, written communication and/or correspondence,
19 or any document related to storm water quality at the Facility
20 received by Defendant from the Regional Board, the State Board,
21 and/or any state or local agency, county, municipality not
22 otherwise publicly accessible on SMARTS.

23 32. Compliance Monitoring. Defendant shall partially defray costs
24 associated with Plaintiff's monitoring of Defendant's compliance with this Consent
25 Decree during the Term by paying Three Thousand Dollars (\$3,000.00) per year for
26 two years. The first such payment shall be made within thirty (30) days of the Entry
27 Date, and a subsequent payment shall be made upon the applicable anniversary of the
28 Effective Date. Payments pursuant to this Paragraph shall be made via check, made

1 payable to: “Los Angeles Waterkeeper” via certified mail, return receipt requested to
2 Los Angeles Waterkeeper, c/o Senior Attorney, 360 E 2nd Street, Suite 250, Los
3 Angeles, CA 90012. Failure to submit payment as required under this Paragraph will
4 constitute breach of the Consent Decree.

5 **F. ENVIRONMENTALLY BENEFICIAL PROJECT, LITIGATION FEES AND**
6 **COSTS, MISSED DEADLINES, AND INTEREST**

7 33. Environmentally Beneficial Project. To fund environmentally beneficial
8 project activities that will reduce or mitigate the impacts of storm water pollution
9 from industrial activities occurring in waters tributary to San Pedro Bay, Defendant
10 shall make a payment totaling Twenty Thousand Dollars (\$20,000.00) to the Rose
11 Foundation, paid in two equal ten-thousand dollar (\$10,000) installments due within
12 thirty (30) and ninety (90) days of the Entry Date. Payment shall be to the Rose
13 Foundation for Communities and the Environment and sent via overnight mail to
14 Rose Foundation, 201 4th Street, Suite 102, Oakland, CA 94607. Failure to submit
15 payment as required under this Paragraph will constitute breach of the Consent
16 Decree.

17 34. LA Waterkeeper’s Fees and Costs. Defendant shall pay a total of Forty-
18 One Thousand Dollars (\$41,000.00) to LA Waterkeeper to partially reimburse
19 Plaintiff for its investigation fees and costs, expert/consultant fees and costs,
20 reasonable attorneys’ fees, and other costs incurred as a result of investigating and
21 filing the lawsuit and negotiating a resolution of this matter. The payment shall be
22 made in two equal twenty-thousand five hundred dollar (\$20,500) installments due
23 within thirty (30) and ninety (90) days of the Entry Date made payable to: Coast Law
24 Group, LLP and delivered by overnight carrier to Coast Law Group, LLP, Attn: Livia
25 Borak Beaudin, 1140 South Coast Highway 101, Encinitas CA 92024. Failure to
26 submit payment as required under this Paragraph will constitute breach of the
27 Consent Decree.

28 /././

1 35. Missed Deadlines. In the event that Defendant fails to submit to LA
2 Waterkeeper any document, report, or communication required by this Consent
3 Decree, LA Waterkeeper shall provide written notice to Defendant of such missed
4 deadline. If Defendant fails to cure such delinquency within five (5) business days of
5 receipt of LA Waterkeeper's notice, then Defendant shall pay a stipulated payment of
6 Five Hundred Dollars (\$500) per week. Such stipulated payments shall be made by
7 check payable to: Rose Foundation for Communities and the Environment, and such
8 funds shall be used for the sole purpose of funding environmentally beneficial
9 projects, as described in Paragraph 32. Payment shall be sent via overnight mail to
10 Rose Foundation, 201 4th Street, Suite 102, Oakland, CA 94607. Defendant agrees to
11 make the stipulated payment within fourteen (14) days after the resolution of the
12 event that precipitated the stipulated payment liability.

13 36. Interest on Late Payments. Defendant shall pay interest on any
14 payments, fees, or costs owed pursuant to this Consent Decree that are not received
15 by the due date. The interest shall accrue starting the next business day after the
16 payment is due and shall be computed at a rate equal to the lower of: (i) 10% per year
17 (0.833% per month); or (ii) the maximum rate permitted by applicable law. Interest
18 shall continue to accrue daily on any outstanding balance until Defendant is current
19 on all payments then due under this Consent Decree, and shall be paid at the same
20 time that the payments, fees, or costs owed are paid to LA Waterkeeper. Interest on
21 late payments shall be paid by check payable to: Rose Foundation for Communities
22 and the Environment, and such funds shall be used for the sole purpose of funding
23 environmentally beneficial projects, as described in Paragraph 32. Payment shall be
24 sent via overnight mail to Rose Foundation, 201 4th Street, Suite 102, Oakland, CA
25 94607.

26 **IV. DISPUTE RESOLUTION**

27 37. Meet and Confer. Either Party to this Consent Decree may invoke the
28 dispute resolution procedures of this Section IV by notifying the other Party in

1 writing of the matter(s) in dispute and of the disputing Party's proposal for resolution.
2 The Parties shall then meet and confer in good faith (either telephonically or in
3 person) within ten (10) days of the date of the notice in an attempt to fully resolve the
4 dispute no later than thirty (30) days from the date of the meet and confer.

5 38. Settlement Conference. If the Parties cannot resolve the dispute within
6 thirty (30) days from the date of the meet and confer described in Paragraph 36, the
7 Parties agree that the dispute may be submitted for formal resolution by filing a
8 motion before the United States District Court for the Central District of California.
9 The Parties agree to request an expedited hearing schedule on the motion.

10 39. In resolving any dispute arising from this Consent Decree before the
11 Court, the prevailing Party shall be entitled to seek fees and costs incurred pursuant to
12 the provisions set forth in Section 505(d) of the Clean Water Act, 33 U.S.C. §
13 1365(d), and applicable case law interpreting such provisions, or as otherwise
14 provided for by statute and/or case law.

15 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

16 40. Plaintiff's Waiver and Release of Defendant. In consideration of the
17 above, upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf
18 and on behalf of its officers, directors, and employees release Defendant, its officers,
19 directors, managers, employees, members, parents, subsidiaries, divisions, affiliates,
20 successors or assigns, agents, attorneys and other representatives, from and waives all
21 claims that were raised in the 60-Day Notice Letter and/or the Complaint up to and
22 including the Termination Date of this Consent Decree.

23 41. Defendant's Waiver and Release of Plaintiff. In consideration of the
24 above, upon the Effective Date of this Consent Decree, Defendant, on its own behalf
25 and on behalf of its officers, directors, employees, parents, subsidiaries, affiliates and
26 each of their successors or assigns, release Plaintiff, its officers and directors, from
27 and waives all claims related to the 60-Day Notice Letter and/or the Complaint up to
28 and including the Termination Date of this Consent Decree.

1 42. Nothing in this Consent Decree limits or otherwise affects Plaintiff's
2 rights to address or take any position that it deems necessary or appropriate in an
3 informal or formal proceeding before the State Board, Regional Board, EPA, or any
4 other judicial or administrative body on any matter relating to Defendant's
5 compliance at the Facility with the General Permit or the Clean Water Act occurring
6 or arising after the Effective Date.

7 **VI. MISCELLANEOUS PROVISIONS**

8 43. No Admission of Liability. The Parties enter into this Consent Decree
9 for the purpose of avoiding prolonged and costly litigation. Neither the Consent
10 Decree nor any payment pursuant to the Consent Decree shall constitute or be
11 construed as a finding, adjudication, or acknowledgement of any fact, law or liability,
12 nor shall it be construed as an admission of violation of any law, rule, or regulation.
13 Defendant maintains and reserves all defenses it may have to any alleged violations
14 that may be raised in the future.

15 44. Counterparts. This Consent Decree may be executed in any number of
16 counterparts, all of which together shall constitute one original document. Telecopy
17 and/or facsimile copies of original signature shall be deemed to be originally
18 executed counterparts of this Consent Decree.

19 45. Authority. The undersigned representatives for Plaintiff and Defendant
20 each certify that s/he is fully authorized by the Party whom s/he represents to enter
21 into this Consent Decree. A Party's signature to this Consent Decree transmitted by
22 facsimile or electronic mail shall be deemed binding.

23 46. Construction. The language in all parts of this Consent Decree shall be
24 construed according to its plain and ordinary meaning, except as to those terms
25 defined in the Permit, the Clean Water Act, or specifically herein. The captions and
26 paragraph headings used in this Consent Decree are for reference only and shall not
27 affect the construction of this Consent Decree.

1 47. Full Settlement. This Consent Decree constitutes a full and final
2 settlement of this matter.

3 48. Integration Clause. This is an integrated Consent Decree. This Consent
4 Decree is intended to be a full and complete statement of the terms of the agreement
5 between the Parties and expressly supersedes any and all prior oral or written
6 agreements, covenants, representations, and warranties (express or implied)
7 concerning the subject matter of this Consent Decree.

8 49. Severability. In the event that any provision, paragraph, section, or
9 sentence of this Consent Decree is held by a court to be unenforceable, the validity of
10 the enforceable provisions shall not be adversely affected.

11 50. Choice of Law. The laws of the United States shall govern this Consent
12 Decree.

13 51. Diligence. Defendant shall diligently file and pursue all required permits
14 for any required BMPs and shall diligently procure contractors, labor, and materials
15 as needed to complete all BMPs referenced herein by the required deadlines.

16 52. Effect of Consent Decree. Compliance with this Consent Decree does
17 not mean that Defendant is complying with the General Permit, the Clean Water Act,
18 or any other law, rule, or regulation.

19 53. Negotiated Settlement. The Settling Parties have negotiated this Consent
20 Decree, and agree that it shall not be construed against the Party preparing it, but
21 shall be construed as if the Settling Parties jointly prepared this Consent Decree, and
22 any uncertainty and ambiguity shall not be interpreted against any one Party.

23 54. Modification of the Consent Decree. This Consent Decree, and any
24 provisions herein, may not be changed, waived, discharged, or terminated unless by a
25 written instrument, signed by the Parties and approved by the Court. Any request to
26 modify any provision of the Consent Decree, including but not limited to any
27 deadline(s) set forth herein, must be made in writing at least fourteen (14) days before
28 the existing deadline(s) applicable to the provision(s) proposed to be modified.

1 55. Assignment. Subject only to the express restrictions contained in this
2 Consent Decree, all of the rights, duties and obligations contained in this Consent
3 Decree shall inure to the benefit of and be binding upon the Parties, and their
4 successors and assigns. Defendant shall notify Plaintiff within ten (10) days of any
5 assignment.

6 56. Force Majeure. Neither of the Parties shall be considered to be in default
7 in the performance of any of their respective obligations under this Consent Decree
8 when performance becomes impossible due to a Force Majeure event. A Force
9 Majeure event is any circumstance beyond a Settling Party's control, including
10 without limitation, any act of God, war, fire, earthquake, flood, windstorm, pandemic,
11 public health crisis, or natural catastrophe; criminal acts; civil disturbance, vandalism,
12 sabotage, or terrorism; restraint by court order or public authority or agency; or action
13 or non-action by, or inability to obtain the necessary authorizations or approvals from
14 any governmental agency. A Force Majeure event shall not include normal inclement
15 weather, economic hardship, inability to pay, or employee negligence. Any Party
16 seeking to rely upon this Paragraph to excuse or postpone performance shall have the
17 burden of establishing that it could not reasonably have been expected to avoid the
18 Force Majeure event and which by exercise of due diligence has been unable to
19 overcome the failure of performance. The Parties shall exercise due diligence to
20 resolve and remove any Force Majeure event.

21 57. Correspondence. All notices required herein or any other correspondence
22 pertaining to this Consent Decree shall be, the extent feasible, sent via electronic mail
23 transmission to the e-mail address listed below, or if electronic mail is not feasible,
24 then by certified U.S. mail with return receipt, or by hand delivery to the following
25 addresses:

26 If to Plaintiff:
27 Los Angeles Waterkeeper
Benjamin Harris
28 Erina Kwon

26 If to Defendant:
Metal Recycling Services of
California, LLC
Christian Lux

Madeleine Siegel
360 E 2nd St., Suite 250
Los Angeles, CA 90012
Email: ben@lawwaterkeeper.org
Email: erina@lawwaterkeeper.org
Email: madeleine@lawwaterkeeper.org
Phone: (310) 394-6162

PO BOX 2380
Gardena, CA 90248
mrscaillc@gmail.com

With copies to:
Livia Borak Beaudin
Coast Law Group LLP
1140 South Coast Highway 101
Encinitas, CA 92024
Email: livia@coastlaw.com
natalie@coastlaw.com
Phone: 760-942-8505

With copies to:
Michel & Associates, P.C.
W. Lee Smith
180 E. Ocean Blvd., Suite 200
Long Beach, CA 90802
Email: lsmith@michellawyers.com
Phone: 562-216-4447

Notifications of communications shall be deemed submitted three (3) days after the date that they are postmarked and sent by first-class mail, or immediately after acknowledgement of receipt via email by the receiving Party. Any change of address or addresses shall be communicated in the manner described above for giving notices.

58. If for any reason the Federal Agencies should object to entry of this Consent Decree or to any portion of this Consent Decree or the Court should decline to approve this Consent Decree in the form presented, the Parties shall use their best efforts to work together to modify the Consent Decree within thirty (30) days so that it is acceptable to the Federal Agencies or the Court. If the Parties are unable to modify this Consent Decree in a mutually acceptable manner that is also acceptable to the Court, this Consent Decree shall immediately be null and void as well as inadmissible as a settlement communication under Federal Rule of Evidence 408 and California Evidence Code section 1152.

The Parties hereto enter into this Consent Decree and submit it to the Court for its approval and entry as a final judgment.

1 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree
2 as of the date first set forth below.

3 APPROVED AS TO CONTENT

4
5
6 Dated: _____, 2025

By: _____
Bruce Reznik
Executive Director
Los Angeles Waterkeeper

7
8
9
10 Dated: _____, 2025

By: _____
Christian Lux
Managing Member
Metal Recycling Services of
California, LLC

11
12
13
14 APPROVED AS TO FORM

15
16 COAST LAW GROUP, LLP

17
18 Dated: _____, 2025

By: _____
Livia Borak Beaudin
Attorney for Plaintiff
Los Angeles Waterkeeper

19
20
21
22 MICHEL & ASSOCIATES, P.C.


23
24
25 Dated: _____, 2025

By: _____
W. Lee Smith
Attorney for Defendant
Metal Recycling Services of
California, LLC

1 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree
2 as of the date first set forth below.

3 APPROVED AS TO CONTENT

4
5 Dated: January 24, 2025

6 By: 
7 Bruce Reznik
8 Executive Director
9 Los Angeles Waterkeeper

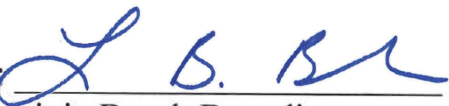
10 Dated: 1, 23, 2025

11 By: 
12 Christian Lux
13 Managing Member
14 Metal Recycling Services of
15 California, LLC

16 APPROVED AS TO FORM


17 COAST LAW GROUP, LLP

18 Dated: January 24, 2025

19 By: 
20 Livia Borak Beaudin
21 Attorney for Plaintiff
22 Los Angeles Waterkeeper

23 MICHEL & ASSOCIATES, P.C.

24
25 Dated: January 22, 2025

26 By: 
27 W. Lee Smith
28 Attorney for Defendant
Metal Recycling Services of
California, LLC

**IT IS SO ORDERED.
FINAL JUDGMENT**

Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the Plaintiff and Defendant.

Dated: 04/07/25

CENTRAL DISTRICT OF CALIFORNIA



Honorable Hernan D. Vera
United States District Judge